

Request for Proposals - Cover Sheet

Issue Date: August 20, 2010

RFP Number: VSACWC 2010-1

Title: **Civil War 150 HistoryMobile**

Issuing Organization: Virginia Sesquicentennial of the American Civil War Commission
910 Capitol Street, General Assembly Building, 2nd Floor
Richmond, Virginia 23219

Initial Period of Contract: October 15, 2010 through October 15, 2011, with four one-year optional renewals by Commonwealth.

Sealed Proposals must be received by the Commission by 4 p.m. EDT on September 21, 2010. Official time is that recorded at the DLS reception desk. Proposals received after that time will not be considered. Proposals submitted electronically will not be considered.

All inquiries for information should be directed to: Cheryl L. Jackson
Phone: (804) 786-3591
e-mail: cjackson@dls.virginia.gov

MAIL OR DELIVER PROPOSALS DIRECTLY TO:
VIRGINIA SESQUICENTENNIAL OF THE AMERICAN CIVIL WAR COMMISSION
GENERAL ASSEMBLY BUILDING, 2ND FLOOR
910 CAPITOL STREET
RICHMOND, VA 23219

In compliance with this Request for Proposals and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Company Name and Address of Proposer:	Date:
	Contact Name:
	Title:
	Signature:
	Telephone Number:
FEI/FIN/DUNS :	Fax Number:
eVA Number:	E-Mail Address:

MANDATORY PRE-PROPOSAL CONFERENCE / TELECONFERENCE: A mandatory pre-proposal conference/teleconference will be held September 10, 2010 at 2:00 p.m. EST, in the 4th Floor West Conference Room at the General Assembly Building at the address above. See Section IX herein for details. **Proposals will only be accepted from those who attend this conference or participate by teleconference.**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. Purpose

The purpose of this Request for Proposals (RFP) is to identify and enter into an agreement ("Agreement" or "Contract") with a qualified firm or firms for design/build of an immersive, interactive, museum-quality exhibit based on an established storyline and design that will be housed in a 53' single-expandable tractor trailer ("*Civil War 150 HistoryMobile*" or "*HistoryMobile*").

II. Background

The General Assembly created the Virginia Sesquicentennial of the American Civil War Commission ("Commission") in 2006 and charged it with developing and implementing balanced and inclusive educational programs and activities to commemorate the 150th anniversary of the Civil War from 2011 - 2015.

As one of its signature projects, the Commission is developing the *Civil War 150 HistoryMobile*, a 600-square foot travelling exhibit housed in a single-expandable trailer. Developed in partnership with the Fredericksburg/Spotsylvania National Military Park and the Virginia Historical Society, the *HistoryMobile* will be an immersive experience that leads visitors through depictions of the battlefield and home front, engaging them through interactive kiosks, simulations, reproductions, and multimedia components. Its purpose and focus will be on reaching communities and schools across Virginia.

The *HistoryMobile* will emphasize dramatic settings and multi-media over text and artifacts and should be accessible to a general audience, a large portion of which will be school children. Because the length of media productions is fixed, traffic flow must be maintained, controlled, and directed throughout the exhibit. The exhibit must be designed so that it can be experienced in 15-20 minutes. The interior will be complemented by a number of tented exterior exhibits, including the *Walk in Their Footsteps* interactive map. The exterior exhibits will also include information on the Commission's document digitization project and other programs, as well as opportunities to learn more about local history, all of which will provide activities for visitors prior to entering the *HistoryMobile*. The *HistoryMobile* tour will begin in mid-July 2011 and run through July 2015.

III. Project Description

The purpose of the HistoryMobile:

- To provide an engaging educational experience that explores the experience of soldiers - Union and Confederate - and civilians - black and white - during the Civil War in Virginia.
- To serve as a traveling advertisement that promotes tourism and events related to the Civil War sesquicentennial throughout Virginia, leading to job creation and economic development.
- To provide a dramatic centerpiece around which local communities can organize a variety of educational programming related to the American Civil War.

Audience

- The *HistoryMobile* will travel to museums, schools, fairs, living history programs, and other large-scale events.
- The exhibit should appeal to a general audience and be suitable for school-aged children, as schools and students may form a significant segment of the audience.

Approach

Walk-Through Experience

Visitors walk through the trailer as they would a typical museum exhibition. Interactive audiovisual programs can be fully integrated into recreated, three-dimensional environments that support the themes of each audiovisual program. Interactive elements will be based on programs already being developed by the Virginia Historical Society for the gallery exhibition entitled *An American Turning Point: The Civil War in Virginia*, and must engage many of the visitor's senses—sound, sight, smell, and touch. Multiples of certain interactive programs (i.e. *What Will Become of Me?*) can be installed to diminish the amount of time visitors may need to wait to participate in the programs.

With no narrator the audiovisual programs and the three-dimensional environments will set mood and context. Text will be kept to a minimum. Through the use of lighting, sound, and visual effects, visitors will be able to place themselves in the position of Virginians during the Civil War period—thereby gaining empathy and understanding. A great challenge will be creating microenvironments that are provocative without being overwhelming or frightening to children. An easy way for visitors to move out of this section without disrupting other visitors is essential.

As visitors progress through the exhibit, the intensity and detail of the micro-environments will diminish. Battle will be both intense and real; Homefront a bit more suggestive and less literal; and Freedom more suggestive still.

Sequence

- 1) *Why War?* Visitors will first encounter an audiovisual program *Why Did the Civil War Happen*, which will either be incorporated on the exterior of the trailer or presented under tents. *Why Did the Civil War Happen* frames the exhibit to follow by depicting various individuals arguing about slavery and its expansion west, John Brown's Raid, the presidential election of 1860, the secession crisis, the firing on Fort Sumter, and Virginia's decision whether to go to war. The visitor will experience the intense emotions prevalent before the Civil War and discover the impassioned arguments of men and women, blacks and whites, unionists as well as secessionists. **NOTE: A-V production only to be provided by others; contractor shall install and synch the program with exhibit components included in this RFP**
- 2) *Battlefront*. Entering the exhibit space, visitors will be placed in an environment that will, over the next 90 seconds, engulf them in battle and its immediate aftermath. The objective of this space is to generate empathy for the Civil War soldier rather than sympathy for a cause—indeed, there may be no need to even reveal which “side” the visitor is standing within. The sound of rising combat assaults the senses, including the sounds of firearms and cannons. Three dimensional set pieces (i.e. cornstalks, trees, textured flooring, fence posts, etc.) combine with three-dimensional, life-size, high-resolution *lenticular* graphics that give visitors the sensation of movement around them. This component of the program can be constructed largely on the creative use of sound, script, smells, and environment.
- 3) *Homefront: What will become of me?* The gateway to this section will be the façade of, not an abandoned building, but a building subject to misuse and neglect. This will be the setting for a portrayal of how the war affected Virginians—as farms and woodlots became battlefields or campgrounds, houses became hospitals, goods became short, residents became refugees, and slaves became free. This segment features the experience of several Virginians with varied but representative experiences. The powerful use of large graphics is a real possibility here. **NOTE: A-V production to be done by others. Contractor shall develop technical platform (hardware and software) for delivery of the A-V product.**

- 4) *Freedom*. Visitors move beyond the "big house"...leaving it behind, and entering the world of a slave seeking freedom. There were varied African American experiences in Virginia during the Civil War, but an especially dramatic one was the enhanced opportunity to escape by reaching nearby Union lines in the Commonwealth itself. This section features the interactive simulation entitled *Journey to Freedom* currently being developed by the Virginia Historical Society for the gallery exhibition. Decisions in *Journey to Freedom* will be made using either a touch-screen monitor or trackball and up to three buttons. Multiple terminals running the same program can be installed in this section to allow up to three visitors to participate at a time. **NOTE: A-V production to be done by others. Contractor shall develop technical platform (hardware and software) for delivery of the A-V product.**
- 5) *Aftermath*. This section will be divided into three segments: The Cost. The Gain. The Legacy. Collectively, these sections will suggest why the Civil War remains the central event in Virginia's history, and why the Civil War is such a critical component of its evolving culture.
 - o The Cost: The Civil War left large sections of Virginia ravaged. The landscape remains dotted with cemeteries that collectively hint at the immense cost in treasure and humanity. Those areas not fought upon were often camped upon for extended periods, consuming huge forests and leaving swaths uncultivated for years—imposing intense hardship on post-war Virginians. The war imposed social changes that in turn caused a complete reconfiguration of Virginia's economy and labor system. Beyond the physical and economic scars, bitterness would linger for decades.
 - o The Gain: For white Virginians, consolation came slowly. Time demonstrated that the Civil War launched a reunited nation—devoid of the albatross of slavery—on a path to prosperity and worldwide respect. In the seven decades following the Civil War, the United States became the most powerful nation on earth. In Virginia, the end of slavery had profound implications not only for former slaves, but for Southern Society and the nation at large. The bloodiest emancipation in the history of the world launched former slaves into an uncertain journey into freedom—into a society unwilling to accord them legal or social equality.
 - o The Legacy. This section will focus on both the physical and cultural legacy of the Civil War. In Virginia, the places of our lives today—our churches, downtowns, courthouses, and rural landscapes—are also the places of history. Virginia is home to some of the most famous battlefield landscapes in the world. We will

use words, image, and remembrance to inspire people to both contemplate what they have learned and to visit the profound places that survive today.

NOTE: All A-V production to be done by others. Contractor shall develop technical platform (hardware and software) for delivery of the A-V product and integrate A-V products the exhibit and visitor experience.

IV. Scope of Work

This is a design-build contract.

NOTE: All exhibit text and scripts for video elements will be generated by an exhibit planner from the National Park Service, who will work closely with the contractor throughout the process. Planning services will be needed only insofar as they are needed to manage graphics and exhibit components, secure rights, assist in the intellectual development of the exhibit, and generate suggestions for improved content and delivery.

Independently, and not as an agent of the government, the contractor shall provide all design-build exhibit services including labor, materials, equipment, facilities, and travel (except as otherwise specified in this contract) necessary to provide the Commission with the development of interpretive exhibit planning, design, fabrication, and installation.

Exhibits may include, but are not limited to, graphic panels, display cases, lighting and sound systems, audiovisual presentations, interactive programs, photographs, murals, display transparencies, scale and full-size models, sculpted or cast human figures, dimensional maps and displays, topographic maps, dioramas, artifact mounts, interior signage, menu and bulletin boards, information desks, storage units, seating, sales display fixtures, and associated structural elements such as display walls, platforms, barriers, and other display support structures.

The scope of work includes planning, design, fabrication/production, and installation of interpretive exhibits in a single-expandable trailer. The contractor shall provide expert project management skills to orchestrate the multiple creative, professional, and technical specialties necessary to complete a project. The contractor is responsible for all work required under this contract, including the work of all subcontractors.

A. Project Management

The contractor shall assign a Project Manager to oversee the contract and shall also

assign a Project Manager for each task order written under this contract to ensure that scheduling, coordination, oversight, and communication is effectively accomplished for all work produced and installed under this contract.

The Project Manager shall perform the following: (i) be the primary contact for the project, (ii) ensure quality control from concept through installation, (iii) manage the design, fabrication, and installation processes, (iv) provide regular reports to the SPOC for the Commission, (v) track budgets and assure adherence, (vi) ensure cost containment, (vii) provide and arrange all required inspections, and (viii) prepare and deliver a closeout package with all required manuals and instructions for operation and maintenance.

B. Design.

The design process will consist of four stages, each with required submissions that must be approved by the Commission or its agent before proceeding to the next stage. The project has already undergone some level of schematic design, so Pre-design and the early stages of Schematic Design will be a process of refinement.

- O Pre-design. The concept for this exhibit has already been established in consultation with the Virginia Historical Society and the National Park Service, so what might be traditionally considered pre-design will be limited. In this stage of planning, the contractor shall gain a clear understanding of the project's history, the contractor's objectives, and the roles of other project team members and stakeholders. Work in this phase focuses on preparing a solid foundation for all work that follows, revising as needed existing concepts. This phase will include an introductory meeting in Richmond or Fredericksburg that will refine the initial concept and act as a kick-off to Schematic Design. Deliverable: a Project Brief that reflects any revisions to the initial concept as presented in this proposal.
- O Schematic Design. This phase of design will build on the concepts in place and begin the process of refining those concepts. At the completion of this stage Contractor shall provide:
 - A written design walk-through
 - Graphic representations of a sample exhibit component, addressing media style and appearance, including colors
 - Identification of major structural and visual elements of the exhibit
 - Exhibit visualization for each major component of the exhibit (Why War, Battlefield, Home front, Journey to freedom, and Aftermath/Conclusion)
 - A Class B budget estimate for production and installation. As used in this RFP, a Class B budget means a good-faith estimate derived from a clear understanding of the elements of the project.

NOTE: Exhibit text to be provided as the process progresses; all text and scripts will be provided prior to the beginning of Design Development.

- o Design Development. This phase, broken into two parts, will prepare the package for production.
 - The contractor will prepare and submit a 50% Design Development report that will:
 - Incorporate earlier approved narrative and graphic elements from the Schematic submission.
 - Portray the comprehensive exhibit plan
 - Provide sample graphic layouts/typography/graphic approach for 50% of the exhibit elements
 - Proposed finish, material, and color selections
 - Visual representation and/or narrative description of integrated elements of the exhibit, including A-V, film, sound, and graphics
 - Identify all proposed images, artifacts (if any), reproductions, or other structural components of the exhibit.
 - Identify specialty items like models, mannequins, set-pieces, or other elements that have special and/or cost implications.
 - A preliminary budget for production and installation.
 - Treatment for all audio-visual components, including technical specifications.
 - The contractor will submit a Final Design Development package that includes a Class A production budget, specifications and production drawings for all elements of the exhibits, from software to furnishings to graphic panels to vignettes and micro-environments. As used in this RFP, a Class A production budget means a detailed and final budget derived from the Final Design Development package.
 - Special Requirements

The contractor is responsible for:

- o Securing approvals and rights for all graphic elements, and negotiating the price thereof.
- o Securing or directing the creation of any original art needed to complement the key exhibit areas.
- o Commissioning or creating custom three-dimensional elements including, but not limited to, natural history models, topographic maps, architectural models, sculpted or cast

human figures, custom electronic elements, specialty lighting, and mechanical and electromechanical elements.

O Pre-production

Work in the Pre-Production phase includes all tasks necessary to prepare the approved design for production, including production planning, design and content revisions necessary for production, final graphic production files, shop drawings and technical specifications, production samples, prototypes, and mock-ups. The contractor will also:

- Prepare final installation schedule
- Submit final proofs for final review

C. Fabrication/Production

Work in the Fabrication phase includes fabrication of structures, production of all graphics, acquisition of all equipment and other purchased items, completion of all content specialties, and integration of all elements of the exhibition in preparation for installation.

- 1) Provide fabrication of all exhibit elements including cabinetry, panels, platforms, artifact cases, vignettes, cabinets or kiosks containing computer equipment, vitrines, or other elements that constitute the basic structural elements of the exhibits.
- 2) Purchase, fabricate, assemble, install into mobile exhibit structure, and thoroughly test all electrical, electronic, and mechanical devices; this includes lighting. Install audiovisual equipment into exhibit structures, including electrical components to provide and ensure fully operational audiovisual systems for each exhibit unit.

D. Installation

Work in the Installation phase includes build-out, set-up and installation of all exhibit elements so that they are complete, fully operational, and ready for use.

- 1) Provide build-out of trailer, including installation and set-up of exhibits for inspection and demonstration prior to beginning of tour.
- 2) Provide installation of all elements designed, fabricated, and acquired under this contract.

- 3) Provide an operational training session, maintenance kit, manual, and instructional video to the staff for the *HistoryMobile* upon completion of the exhibit installation.
- 4) Ensure that the exhibit and all elements are sturdy and effective for travel in a tractor-trailer. Exhibits shall be self-contained, unable to shift or fall during travel, and shockproof so as not to fail after travel.
- 5) Ensure that the exhibit meets ADA mandates for mobile exhibits, and includes emergency exits, steps, ramps, or other means of entrance and egress that can be stored in a self-contained manner during travel or when the exhibit is not in use.

E. Closeout and Warranties

Work in the Closeout phase includes preparation and organization of all exhibit production material.

Warranties: The contractor shall warrant all work for defects in workmanship and materials for one year and shall provide a maintenance contract for three years thereafter.

V. Statement of Needs

A. Development Requirements

The contractor shall be responsible for ensuring the successful completion of all phases of exhibit design and development, fabrication, installation, and closeout, in accordance with the scope of work outlined in Section IV of this RFP.

B. Procurement of tractor-trailer

The Commission is negotiating the donation or low-cost lease of a tractor and single-expandable trailer. In the event that the tractor or single-expandable trailer are not provided to the contractor by the Commission or its partners, the contractor shall be responsible for obtaining, leasing, and maintaining the tractor and/or trailer for the duration of the *HistoryMobile* tour (mid- July 2011 through

July 2015). For purposes of this RFP, Offerror shall estimate costs for tractor and trailer lease separate from the work elements of the exhibit, per Section B (2b)

C. Tour management

Tour management services are not required in this RFP. However, Offerror experience with mobile marketing or the management of tractor-trailer tours may be addressed, if applicable.

VI. Proposal Preparation and Submission Requirements

A. General Requirements

1. The Commission reserves the right to cancel or postpone this RFP for any reason at any time prior to the deadline to submit proposals. If the Commission postpones the RFP after a mandatory pre-proposal conference, only those parties that attended the conference will be permitted to submit a proposal when the process re-starts. Those Offerrors will be notified in writing by mail delivery, facsimile or e-mail of any cancellation or postponement. Offerrors will also be notified in like manner of the procedure that will be followed should the process be resumed.
2. RFP Response: In order to be considered for selection, Offerrors must submit a complete response to this RFP in the format outlined in this section. One (1) original, so marked and six (6) photocopies, so marked of each proposal must be submitted to the Commission. A single digital version of the proposal will also be submitted. The Offerror shall make no other distribution of the proposal.
3. Proposal Preparation
 - a) An authorized representative of the Offerror with the authority to contractually bind shall sign the proposal. All information requested below should be submitted. Failure to submit all information requested may result in requiring prompt submission of missing information and/or giving a lowered evaluation score to the proposal. Proposals that are substantially incomplete or lack key information required in the proposal may be rejected by the Commission. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. **Proposals received after 4:00 p.m. EST on September 21 will not be considered.**

- b) Proposals should provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the section and subsection of the corresponding section of the RFP and should repeat the requirement as written below. The proposal should contain a table of contents that cross-references the RFP requirements. Information that the Offerror desires to present that does not fall within any of the requirements of the RFP should be so noted and inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
- d) Each copy of the proposal should be presented in a single document or binder where practical. All documentation submitted with the proposal should be contained in that single document or binder. **Each section should correspond with the submittal requirements of this RFP.**
- e) Ownership of all data, material and documentation originated and prepared for the Commission pursuant to this RFP and any resulting contract shall belong exclusively to the Commission and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Offerror shall not be subject to public disclosure under the Act, however, the Offerror must invoke protection of the specific sections prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why this protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate the specific words, figures, or paragraphs that constitute trade secret or proprietary information. No claim of trade secrets or proprietary information may be asserted with respect to cost, budget, or salary information furnished in this RFP. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- f) Identification of Proposal Envelope:

The proposal should be submitted in a separate envelope or package, sealed, and identified as follows:

From:	September 21, 2010	4 p.m. EST
Name of Offerror	Due Date	Time
Street or Box Number		
City, State, Zip Code		

Attention: Cheryl L. Jackson, Executive Director
RFP 2010-1 Civil War 150 HistoryMobile

If the proposal is not in a package marked as described above, the Offerror takes the risk that the package may be inadvertently opened or misplaced and the information compromised which may cause the proposal to be disqualified. Proposals may be mailed or hand delivered to the designated location in the office issuing the solicitation.

4. Oral Presentation: Offerrors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Commission, at the discretion of the Commission. This provides an opportunity for the Offerror to clarify or elaborate on the proposal but will in no way permit a change to the original proposal. This will be a fact finding and exploratory session only and does not include negotiation. The Commission will schedule the time and location of these presentations should they be required.
5. Financial Statements: Financial statements of Offerrors may be requested by the Commission at its discretion.

B. Proposal Submission Requirements

Proposals should be as complete and succinct as possible so that the Commission may properly evaluate Offerror capabilities to provide the required services. The Offerror is expected to include the following items in their proposal, in the order noted below:

1. Return of a complete, unaltered copy of this RFP in its entirety.
2. Properly executed and completed RFP cover sheet.

3. Complete "Offerror's Information" form (Attachment A) for Offerror and all proposed subcontractors to be used under this Contract.
4. Complete information for each section below, with information presented in the order below.

(Proposal Section 1) **Offerror Qualifications and Experience**

Describe Offerror's specific capabilities, qualifications and past experience providing the proposed services.

- a) Provide a written description of your qualifications to include experience in providing the services described herein within the past five (5) years. This should include specific examples of projects similar to that being requested, for past or current clients, including: (i) client name, address, phone number and website URL (ii) project synopsis, (iii) photographs or drawings, (iv) budget information, (v) project timeline, (vii) staff assigned to the project, and (viii) other relevant information pertaining to such projects.
- b) Specifically describe experience and familiarity with the development of exhibitions designed for travel and display in a trailer. Provide information on your role in: (i) the design/build of the mobile unit, and (ii) tour routing and management, if applicable. Include photographs, drawings, budget, and timeline information.
- c) Specifically describe your experience with integrating multi-media experiences into exhibits, including the creation of micro-environments like those described in Section III, Project Description. Include photographs, drawings, and budget information.
- d) Provide a list of your top five accounts by gross billing during the past 36 months.
- e) Identify any subcontractors that would work on this account and specify the services they would provide. Include: (i) company name, address, phone number, and website URL, (ii) identify principal staff that would work on the account (ii) summary of subcontractor's experience with similar work or work

that would reflect the capability to perform activities related to this project, (iii) discussion of Offerror's direct experience with subcontractor, (iv) photographs of work similar to that which the subcontractor will be performing on this project, if available.

(Proposal Section 2) **Personnel Qualifications and Experience**

- a) Demonstrate your capability to execute a project of this size and nature including qualifications of staff and corporate structure. Provide an organizational chart of your company, showing: (i) key personnel assigned to this account, (ii) salary or billable hourly rate for each, and (iii) their role in the project. Include any new positions that would be created as a result of receiving the award of this contract.
- b) For each work element of the exhibit described in Section IV B, C, and D (Design, Fabrication, and Installation), provide a matrix showing: (i) proposed staff, (ii) estimated budget, (iii) estimated timeline, (iv) level of efforts, (v) supplies and materials required, and (vi) vendors or subcontractors from whom necessary supplies and materials would be obtained, if not already owned by the Offerror. As a separate line item, identify the same information for lease of a tractor and single-expandable trailer.
- c) Identify the Project Manager within your company and/or any proposed subcontractor who will manage the account as specified in Section IV (A). Also identify the person who will have final responsibility for account management, and provide phone numbers and email addresses for such persons.
- d) Describe special skills and past experiences of key personnel that might contribute to the successful completion of this project. Provide a résumé for each.
- e) Provide any additional information that you consider unique to your company or which better prepare you to handle the Commission's account.

VII. Evaluation and Award Criteria

A. Award of Contract

The Offerror deemed to be fully qualified and best suited among those submitting proposals will be identified using the evaluation factors stated below. The scoring process, however, is not the sole determinant for contract award. The Commission will select the Offerror that in its opinion has made the best proposal, and upon successful negotiations will award the contract to that Offerror. The Commission may cancel this RFP or reject proposals at any time prior to the award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. The award document will be a contract, incorporating by reference the terms and conditions of this RFP and Contractor's proposal as negotiated.

B. Evaluation Criteria

The written proposals, demonstrations, any oral presentations and any negotiated offers will be evaluated and judged by the Commission and its agents based on the following criteria:

	Maximum Point Value
Offerror qualifications and experience in providing services described herein	30
Demonstrated creative/media experience of Offerror	20
Experience of the personnel assigned to this project	20
Demonstrated experience in the development of mobile exhibits of the sort described herein	20
Estimated budget and timelines	<u>10</u>
Total	100

C. Clarification Process

Offerrors may be requested to clarify ambiguities or information presented in the proposal. Clarifications may be sought throughout the process of evaluation. It is incumbent on the Offerror to respond adequately and in a timely fashion to these requests.

After the closing date and time, no additional information will be accepted from Offerrors except information specifically requested by the SPOC identified in Section VIII below. Offerrors are to make no unsolicited contact with any Commission personnel during the evaluation period.

VIII. Single Point of Contact (SPOC)

Submit all inquiries regarding this RFP in writing by email with the subject line: "Questions on Civil War 150 HistoryMobile RFP" to:

SPOC: Cheryl Jackson

Email: cjackson@dls.virginia.gov

The Commission does not guarantee a response to questions received less than four (4) business days prior to the proposal due date. No questions will be addressed orally, and responses to questions will be compiled and made available to all Offerrors.

IX. Mandatory Pre-Proposal Conference

A **mandatory pre-proposal conference / teleconference** will be held in the 4th Floor West Conference Room, General Assembly Building, 910 Capitol Street, Richmond, VA 23219 on September 10 at 2:00 p.m. EST. The purpose of this conference/teleconference is to allow potential Offerrors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. All of the requirements are set forth in the RFP and will not be handed out at the conference/teleconference. The agenda will include an overview of the RFP format and review the proposal preparation instructions in detail. There will be no opportunities for private or individual presentations.

Due to the importance of all Offerrors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **participation at this conference/teleconference is MANDATORY and will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerrors who are represented at this pre-proposal conference/teleconference.** Participation at the conference/teleconference will be evidenced by the representative's signature on the attendance roster or name given over the phone during conference as teleconference participant. For those attending via teleconference, be sure to acknowledge your presence when your name is called out during roll call. If you do not acknowledge your

presence you will not be considered in attendance and therefore will not be able to submit a proposal. No one will be admitted after 2:00 p.m. EST.

To participate in the pre-proposal conference/teleconference, Offerrors must register in advance by sending an email to cjackson@dls.virginia.gov or calling Cheryl Jackson at 804-786-3591 no later than 5:00 p.m. EST, September 8. The following information must be provided during pre-registration: Name of Company, Name of Participant(s), Email address(es), Phone number(s), and whether you are participating in person or via teleconference. Those indicating participation via teleconference will be provided the conferencing bridge access information.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation to the participants in the conference.

X. General Terms and Conditions

A. Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.

B. Anti-Discrimination

By submitting their proposals, Offerrors certify to the Commonwealth that they will conform to the provisions of: the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable; the Virginians With Disabilities Act; the Americans With Disabilities Act; and Section 2.2-4311 of the Virginia Public Procurement Act.

In every contract over \$10,000 the following provisions apply:

1. During the performance of this contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b) The Contractor, in all solicitations and advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include these provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. Ethics in Public Contracting

By submitting their proposals, Offerrors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from another Offerror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. Immigration Reform and Control Act of 1986

By submitting their proposals, Offerrors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration and Reform and Control Act of 1986.

E. Debarment Status

By submitting their proposals, Offerrors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type services covered by this solicitation, nor are they an agent of any person or entity that is currently so disbarred.

F. Antitrust

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

G. Mandatory Use of Specified Format and Terms and Conditions

Request For Proposal: Failure to submit a proposal as specified in Section VI may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commission reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

H. Clarification of Terms

If any prospective Offerror has questions about the specifications or other solicitation documents, the prospective Offerror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. Payment Terms

1. To Prime Contractor:

a) Any payment terms requiring less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

b) Payment Date. As used in this clause, unless the context clearly shows otherwise, the term "payment date" means either (i) the date on which payment is due under the terms of the Contract for provision of goods or services; or (ii), if such date has not been established by the Contract, thirty days after receipt of a proper invoice for the amount of payment due, thirty days after receipt of the goods or services, whichever is later.

c) Defect or impropriety in the invoice or goods and/or services received.

In instances where there is a defect or impropriety in an invoice or in the goods or services received, the Commission shall notify the supplier of the defect or impropriety, if such defect or impropriety would prevent payment by the payment date, within fifteen days after receipt of such invoice or such goods or services.

d) Date of postmark deemed to be date payment is made. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of these provisions.

e) Invoices.

Invoices for goods and services ordered, delivered and accepted by the Commission shall be submitted by the Contractor directly to the payment address shown below. All invoices shall show the contract number or purchase order number, social security number (for individual contractors) or the federal identification number (for proprietorships, partnerships, and corporations), invoice number and details of services provided along with supporting documentation for reimbursable costs. Failure to provide the above shall result in the invoice being returned to the Contractor. The Commission shall not be liable for any resulting delays in payment as a result. Visa is the Commission's preferred method of payment of invoices under \$5,000.

Invoices shall be submitted to:

Virginia Sesquicentennial of the American Civil War Commission
Attention: Cheryl L. Jackson, Executive Director
910 Capitol Street, General Assembly Building, 2nd Floor
Richmond, Virginia 23219

f) All goods or services provided under this contract shall be billed by the Contractor at the contract price.

2. To Subcontractors:

a) A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the Commission and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(3) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

J. Precedence of Terms

Paragraphs A-I of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. Qualifications of Offerrors

The Commission may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerror to perform the requested services, and the Offerror shall furnish the Commission all such information and data for this purpose as may be requested. The Commission reserves the right to inspect the Offerror's physical facilities prior to award to satisfy questions regarding the Offerror's capabilities. The Commission further reserves the right to reject a proposal if the evidence submitted by, or investigations of, such

Offerror fails to satisfy the Commission that such Offerror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

L. Testing and Inspection

The Commission reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commission. The Commission shall have total discretion relative to an agreement for assignment of this contract.

N. Changes to the Contract

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Commission may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the Commission a credit for any savings. Said compensation shall be by mutual agreement between the parties in writing.

O. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commission, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commission may have.

P. Availability of Funds

It is understood and agreed between the parties herein that the Commission shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Q. Cancellation of Contract

The Commission reserves the rights to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.

XI. Special Terms and Conditions

A. Ownership of Intellectual Property and Material

All copyright and patent rights to all papers, reports, forms, materials, inventions, electronic files, or databases created or developed in the performance of this contract shall become the sole property of the Commission. Such materials shall not be used by Offerror / Contractor for any use other than fulfilling the obligations under this contract without the Commission's prior written consent. The Offerror / Contractor may not sell or share any of this information without the written consent of the Commission. All property of the Commission shall be turned over to the Commission within 10 business days upon completion or termination of the contract in a format to be determined by the Commission. Ownership rights do not extend to copyrights of other proprietary applications, software, hardware, etc. used in the project. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commission to evidence the Commission's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

B. Advertising

In the event a contract is awarded for services resulting from this proposal, no indication of such sales or services to the Commission shall be used in product literature, news releases, applications for awards or advertising, unless approved by the Commission in writing in advance.

C. Proposal Acceptance Period

Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offerror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

D. Releases of Information

The Commission is the only entity authorized to issue any and all information releases relating to this RFP, its evaluation, award of any contract and the resulting performance thereunder.

E. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commission, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

F. Drug Free Workplace

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on Commission/State property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

G. Indemnification and Insurance

The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising

from or caused by any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency.

By signing and submitting a proposal under this solicitation, the Offerror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded.

The Offerror further certifies the Contractor and any subcontractors will maintain such insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Workers Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commission of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$1,000,000.
3. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commission is to be named as an additional insured with respect to the services being procured.
4. Motor Vehicle Liability: \$1,000,000.

H. Confidentiality

Information (other than information required to be made public under the provisions of the Freedom of Information Act) provided to the Contractor by the Commission is considered highly confidential and shall not be disclosed to any person not employed by the Contractor or the Commission without the express written permission of the Commission.

Confidentiality (Contractor)

The Contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and Commission's written consent. Any information to be disclosed, except to Commission, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project may be required to sign a confidentiality statement.

I. Independent Contractor Status

It is agreed that the Contractor is an independent contractor and neither it, nor its employees, are agents or employees of the Commonwealth of Virginia or the Commission.

J. Taxes

The Contractor shall assume full responsibility for payment of all local, State, and Federal taxes and pay all such tax liabilities in accordance with regulations associated with such payments.

K. Disclosure

The terms of this contract only obligates the Commission and is not an obligation of the Commonwealth of Virginia; nor does it convey, carry, or invoke the full faith and credit of the Commonwealth of Virginia.

L. Minority/Women Owned Businesses Subcontracting and Reporting

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms, the contractor shall report to the Commission the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

XII. Renewal of Contract

This contract may be renewed by the Commission for up to four successive one-year periods under the same terms of the current contract. The Commission will provide

Contractor written notice of intent to renew at a reasonable time (approximately 30 days) prior to expiration of either the initial period or any subsequent renewal periods.

XIII. Attachments

Attachment A - Offerror's Information - must complete and submit with proposal for self and all subcontractors to be used for this contract.

Attachment B - Preparation Checklist

Attachment A

OFFEROR'S INFORMATION

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer non-responsive.

1. **QUALIFICATION:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **COMPANY/OFFEROR'S INFORMATION AND PRIMARY CONTACT:**

Company/Offerror Name: _____

Preparer Name: _____

Phone: _____ Date _____

3. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

4. **VENDOR INFORMATION**

FIN/FEI/DUNS Number _____ if Company, Corporation, or Partnership

5. **TYPE OF ORGANIZATION**

Offerror operates as a(n) () Individual proprietorship, () State or Local Agency,
() Partnership, () Association, () Joint Venture, () Educational Institution,
() Not-for Profit, () Corporation organized and existing under the laws of the State of
_____, authorized to do in Virginia the business provided for in any
resultant contract.

6. **AFFIRMATIVE ACTION**

It is the policy of the Virginia Sesquicentennial of the American Civil War Commission ("Commission") to pursue an aggressive contract compliance program that will ensure that all business entities contracting with the Commission will maintain nondiscriminatory hiring and employment practices for all persons without regard to race, color, religious creed, ancestry, national origin, sex or age. All Offerrors must certify that they are and will continue to be in compliance with the nondiscrimination requirements in this request for proposal.

Attachment B

PREPARATION CHECKLIST

- 1) Check all attachments included with your proposals.

- ___ Return one complete, unaltered copy of RFP
- ___ Proposal organized in the format specified in Section VI (B)
- ___ Signed and executed RFP Cover Sheet
- ___ Completed Offerror's Information, Attachment A for Offerror and each proposed subcontractor
- ___ Additional information, so noted.

- 2) Ensure that an authorized signature appears on the RFP Cover Sheet.

- 3) Ensure that the envelope/box is sealed and identified as follows:

From:	September 21, 2010	4 p.m. EST
Name of Offerror	Due Date	Time
Street or Box Number		
City, State, Zip Code		

Attention: Cheryl L. Jackson, Executive Director
RFP# VSACWC 2010-1: Civil War 150 HistoryMobile